

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA

CHAPTER 13 PLAN
AND RELATED MOTIONS

Name of Debtor(s): **Randell Jermel Smith**
Latoya Cobb Smith

Case No: **19-32617-KLP**

This plan, dated **May 16, 2019**, is:

- ☒ the *first* Chapter 13 plan filed in this case.
☐ a modified Plan, which replaces the
☐ confirmed or ☐ unconfirmed Plan dated ____.

Date and Time of Modified Plan Confirmation Hearing:

Place of Modified Plan Confirmation Hearing:

The Plan provisions modified by this filing are:

Creditors affected by this modification are:

1. Notices

To Creditors:

Your rights may be affected by this plan. Your claim may be reduced, modified, or eliminated. You should read this plan carefully and discuss it with your attorney if you have one in this bankruptcy case. If you do not have an attorney, you may wish to consult one.

If you oppose the plan's treatment of your claim or any provision of this plan, you or your attorney must file an objection to confirmation at least 7 days before the date set for the hearing on confirmation, unless otherwise ordered by the Bankruptcy Court.

(1) Richmond and Alexandria Divisions:

The Bankruptcy Court may confirm this plan without further notice if no objection to confirmation is filed.

(2) Norfolk and Newport News Divisions: a confirmation hearing will be held even if no objections have been filed.

(a) A scheduled confirmation hearing will not be convened when:

- (1) an amended plan is filed prior to the scheduled confirmation hearing; or**
(2) a consent resolution to an objection to confirmation anticipates the filing of an amended plan and the objecting party removes the scheduled confirmation hearing prior to 3:00 pm on the last business day before the confirmation hearing.

In addition, you may need to file a timely proof of claim in order to be paid under any plan.

The following matters may be of particular importance.

Debtors must check one box on each line to state whether or not the plan includes each of the following items. If an item is checked as "Not Included" or if both boxes are checked, the provision will be ineffective if set out later in the plan.

A.	A limit on the amount of a secured claim, set out in Section 4.A which may result in a partial payment or no payment at all to the secured creditor	<input checked="" type="checkbox"/> Included	<input type="checkbox"/> Not included
B.	Avoidance of a judicial lien or nonpossessory, nonpurchase-money security interest, set out in Section 8.A	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included
C.	Nonstandard provisions, set out in Part 12	<input type="checkbox"/> Included	<input checked="" type="checkbox"/> Not included

2. Funding of Plan. The debtor(s) propose to pay the Trustee the sum of \$ **570.00** per **month** for **60** months.
Other payments to the Trustee are as follows:

The total amount to be paid into the Plan is \$ **34,200.00**.

3. Priority Creditors. The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.

A. Administrative Claims under 11 U.S.C. § 1326.

1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10% of all sums received under the plan.
2. Check one box:

☒ Debtor(s)' attorney has chosen to be compensated pursuant to the "no-look" fee under Local Bankruptcy Rule 2016-1(C)(1)(a) and (C)(3)(a) and will be paid \$ **5,071.00**, balance due of the total fee of \$ **5,296.00** concurrently with or prior to the payments to remaining creditors.

☐ Debtor(s)' attorney has chosen to be compensated pursuant to Local Bankruptcy Rule 2016-1(C)(1)(c)(ii) and must submit applications for compensation as set forth in the Local Rules.

B. Claims under 11 U.S.C. § 507.

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid pursuant to 3.C below:

<u>Creditor</u>	<u>Type of Priority</u>	<u>Estimated Claim</u>	<u>Payment and Term</u>
County of Chesterfield	Taxes and certain other debts	1,800.00	30.00 60 months

C. Claims under 11 U.S.C. § 507(a)(1).

The following priority creditors will be paid prior to other priority creditors but concurrently with administrative claims above.

<u>Creditor</u>	<u>Type of Priority</u>	<u>Estimated Claim</u>	<u>Payment and Term</u>
-NONE-			

4. Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.

A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. **Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 4(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 5 of the Plan.** The following secured claims are to be "crammed down" to the following values:

<u>Creditor</u>	<u>Collateral</u>	<u>Purchase Date</u>	<u>Est. Debt Bal.</u>	<u>Replacement Value</u>
Automotive Service Finance	2007 Lexus E350 167,000 miles	10/2015	10,700.00	6,175.00

B. Real or Personal Property to be Surrendered.

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay under §§ 362(a) and 1301(a) as to the interest of the debtor(s), any co-debtor(s) and the estate in the collateral.

<u>Creditor</u>	<u>Collateral Description</u>	<u>Estimated Value</u>	<u>Estimated Total Claim</u>
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<u>Creditor</u>	<u>Collateral Description</u>	<u>Estimated Value</u>	<u>Estimated Total Claim</u>
Westlake Financial Services	2007 Chevrolet Suburban 202,000 miles Vehicle totalled in an accident	300.00	14,200.00

C. Adequate Protection Payments.

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 4(D) and/or 7(B) of the Plan, as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Adeq. Protection Monthly Payment</u>	<u>To Be Paid By</u>
Westlake Financial Services	2007 Cadillac Escalade 204,000 miles	70.00	Trustee
Automotive Service Finance	2007 Lexus E350 167,000 miles	35.00	Trustee

Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 7(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).

D. Payment of Secured Claims on Property Being Retained (except those loans provided for in section 6 of the Plan):

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, **whichever is less**, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. **Upon confirmation of the Plan, the valuation specified in sub-section A and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.**

<u>Creditor</u>	<u>Collateral</u>	<u>Approx. Bal. of Debt or "Crammed Down" Value</u>	<u>Interest Rate</u>	<u>Monthly Payment & Est. Term</u>
Westlake Financial Services	2007 Cadillac Escalade 204,000 miles	13,500.00	6.5%	320.15 48months
Automotive Service Finance	2007 Lexus E350 167,000 miles	6,175.00	6.5%	146.44 48months

E. Other Debts.

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' principal residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 6 of the Plan.

5. Unsecured Claims.

A. Not separately classified. Allowed non-priority unsecured claims shall be paid pro rata from any distribution remaining after disbursement to allowed secured and priority claims. Estimated distribution is approximately 3 %. The dividend percentage may vary depending on actual claims filed. If this case were liquidated under Chapter 7, the debtor(s) estimate that unsecured creditors would receive a dividend of approximately 0 %.

B. Separately classified unsecured claims.

<u>Creditor</u>	<u>Basis for Classification</u>	<u>Treatment</u>
-NONE-		

6. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Principal Residence; Other Long Term Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).

A. Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee. The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement. A default on the regular contract payments on the debtor(s)

principal residence is a default under the terms of the plan.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Arrearage Interest Rate</u>	<u>Estimated Cure Period</u>	<u>Monthly Arrearage Payment</u>
Ashland Auto Brokers	1997 Ford E350 200,000 miles	0.00	0.00	0%	0months	

- B. Trustee to make contract payments and cure arrears, if any.** The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Interest Rate on Arrearage</u>	<u>Monthly Payment on Arrearage & Est. Term</u>
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-NONE-

- C. Restructured Mortgage Loans to be paid fully during term of Plan.** Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Interest Rate</u>	<u>Estimated Claim</u>	<u>Monthly Payment & Term</u>
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-NONE-

- 7. Unexpired Leases and Executory Contracts.** The debtor(s) move for assumption or rejection of the executory contracts, leases and/or timeshare agreements listed below.

- A. Executory contracts and unexpired leases to be rejected.** The debtor(s) reject the following executory contracts:

<u>Creditor</u>	<u>Type of Contract</u>
American Family Fitness	Fitness Contract - Reject
Progressive Leasing	Furniture Rent-to-Own Agreement - Reject
Simply Acima	Rent-to-Own Contract (sofa) - Reject
Why Not Lease It	Furniture Rent-to-Own Agreement - Reject

- B. Executory contracts and unexpired leases to be assumed.** The debtor(s) assume the following executory contracts. The debtor(s) agree to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

<u>Creditor</u>	<u>Type of Contract</u>	<u>Arrearage</u>	<u>Monthly Payment for Arrears</u>	<u>Estimated Cure Period</u>
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-NONE-

- 8. Liens Which Debtor(s) Seek to Avoid.**

- A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f).** The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. **Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien.** If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

<u>Creditor</u>	<u>Collateral</u>	<u>Exemption Basis</u>	<u>Exemption Amount</u>	<u>Value of Collateral</u>
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-NONE-

- B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f).** The debtor(s) have filed or will file and serve separate adversary proceedings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

<u>Creditor</u>	<u>Type of Lien</u>	<u>Description of Collateral</u>	<u>Basis for Avoidance</u>
-NONE-			

9. Treatment and Payment of Claims.

- All creditors must timely file a proof of claim to receive any payment from the Trustee.
- If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
- If a claim is listed in the Plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
- The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.
- If relief from the automatic stay is ordered as to any item of collateral listed in the plan, then, unless otherwise ordered by the court, all payments as to that collateral will cease, and all secured claims based on that collateral will no longer be treated by the plan.
- Unless otherwise ordered by the Court, the amount of the creditor's total claim listed on the proof of claim controls over any contrary amounts listed in the plan.

10. Vesting of Property of the Estate. Property of the estate shall revert in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not transfer, sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.

11. Incurrence of indebtedness. The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, whether unsecured or secured, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.

12. Nonstandard Plan Provisions

■ None. If "None" is checked, the rest of Part 12 need not be completed or reproduced.

Dated: **May 16, 2019**

/s/ Randell Jermel Smith

Randell Jermel Smith

Debtor 1

/s/ Christopher J. Flynn

Christopher J. Flynn 89165

Debtors' Attorney

/s/ Latoya Cobb Smith

Latoya Cobb Smith

Debtor 2

By filing this document, the Attorney for Debtor(s) or Debtor(s) themselves, if not represented by an attorney, also certify(ies) that the wording and order of the provisions in this Chapter 13 plan are identical to those contained in the Local Form Plan, other than any nonstandard provisions included in Part 12.

Exhibits: Copy of Debtor(s)' Budget (Schedules I and J); Matrix of Parties Served with Plan

Certificate of Service

I certify that on **May 16, 2019**, I mailed a copy of the foregoing to the creditors and parties in interest on the attached Service List.

/s/ Christopher J. Flynn

Christopher J. Flynn 89165

Signature

P. O. Box 11588

Richmond, VA 23230

Address

(804) 358-9900

Telephone No.

CERTIFICATE OF SERVICE PURSUANT TO RULE 7004

I hereby certify that on **May 16, 2019** true copies of the forgoing Chapter 13 Plan and Related Motions were served upon the following creditor(s):

Automotive Services Finance, Inc.

Alfred M. Randolph, Jr., Reg. Agent

Kaufman & Canoles

150 W. Main St., Suite 2100

Norfolk, VA 23510-1609

☒ by first class mail in conformity with the requirements of Rule 7004(b), Fed.R.Bankr.P.; or

☐ by certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

/s/ Christopher J. Flynn

Christopher J. Flynn 89165

**United States Bankruptcy Court
Eastern District of Virginia**

In re **Randell Jermel Smith
Latoya Cobb Smith**

Debtor(s)

Case No. **19-32617-KLP**

Chapter **13**

SPECIAL NOTICE TO SECURED CREDITOR

To: **Automotive Services Finance, Inc.; Alfred M. Randolph, Jr., Reg. Agent; Kaufman & Canoles
150 W. Main St., Suite 2100; Norfolk, VA 23510-1609**

Name of creditor

2007 Lexus E350 167,000 miles

Description of collateral

1. The attached chapter 13 plan filed by the debtor(s) proposes (*check one*):
- ☒ To value your collateral. ***See Section 4 of the plan.*** Your lien will be limited to the value of the collateral, and any amount you are owed above the value of the collateral will be treated as an unsecured claim.
- ☐ To cancel or reduce a judgment lien or a non-purchase money, non-possessory security interest you hold. ***See Section 8 of the plan.*** All or a portion of the amount you are owed will be treated as an unsecured claim.
2. ***You should read the attached plan carefully for the details of how your claim is treated.*** The plan may be confirmed, and the proposed relief granted, unless you file and serve a written objection by the date specified and appear at the confirmation hearing. A copy of the objection must be served on the debtor(s), their attorney, and the chapter 13 trustee.

Date objection due:

Date and time of confirmation hearing:

Place of confirmation hearing:

No later than 7 days prior to 07/17/2019

July 17, 2019 9:10AM

701 E. Broad St., Rm 5100, Richmond, VA

Randell Jermel Smith

Latoya Cobb Smith

Name(s) of debtor(s)

By: **/s/ Christopher J. Flynn**

Christopher J. Flynn 89165

Signature

☒ Debtor(s)' Attorney

☐ Pro se debtor

Christopher J. Flynn 89165

Name of attorney for debtor(s)

P. O. Box 11588

Richmond, VA 23230

Address of attorney [or pro se debtor]

Tel. # **(804) 358-9900**

Fax # **(804) 358-8704**

CERTIFICATE OF SERVICE

I hereby certify that true copies of the foregoing Notice and attached Chapter 13 Plan and Related Motions were served upon the creditor noted above by

☒ first class mail in conformity with the requirements of Rule 7004(b), Fed.R.Bankr.P; or

☐ certified mail in conformity with the requirements of Rule 7004(h), Fed.R.Bankr.P

on this **May 16, 2019**.

/s/ Christopher J. Flynn

Christopher J. Flynn 89165

Signature of attorney for debtor(s)

Ver. 10/18

Fill in this information to identify your case:

Debtor 1 Randell Jermel Smith

Debtor 2 Latoya Cobb Smith
(Spouse, if filing)

United States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGINIA

Case number 19-32617-KLP
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 income as of the following date:

MM / DD / YYYY

Official Form 106I

Schedule I: Your Income

12/15

Be as complete and accurate as possible. If two married people are filing together (Debtor 1 and Debtor 2), both are equally responsible for supplying correct information. If you are married and not filing jointly, and your spouse is living with you, include information about your spouse. If you are separated and your spouse is not filing with you, do not include information about your spouse. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Employment

1. Fill in your employment information.

If you have more than one job, attach a separate page with information about additional employers.

Include part-time, seasonal, or self-employed work.

Occupation may include student or homemaker, if it applies.

Employment status

Occupation

Employer's name

Employer's address

Debtor 1

- ☒ Employed
- ☐ Not employed

Truck Driver

DW Cary Trucking

11520 Fox Cross Road
Ashland, VA 23005

Debtor 2 or non-filing spouse

- ☐ Employed
- ☒ Not employed

Homemaker

How long employed there? 12/2014

Part 2: Give Details About Monthly Income

Estimate monthly income as of the date you file this form. If you have nothing to report for any line, write \$0 in the space. Include your non-filing spouse unless you are separated.

If you or your non-filing spouse have more than one employer, combine the information for all employers for that person on the lines below. If you need more space, attach a separate sheet to this form.

	For Debtor 1	For Debtor 2 or non-filing spouse
2. List monthly gross wages, salary, and commissions (before all payroll deductions). If not paid monthly, calculate what the monthly wage would be.	2. \$ <u>5,319.17</u>	\$ <u>0.00</u>
3. Estimate and list monthly overtime pay.	3. +\$ <u>0.00</u>	+\$ <u>0.00</u>
4. Calculate gross income. Add line 2 + line 3.	4. \$ <u>5,319.17</u>	\$ <u>0.00</u>

Debtor 1 **Randell Jermel Smith**
Debtor 2 **Latoya Cobb Smith**

Case number (if known) **19-32617-KLP**

	For Debtor 1	For Debtor 2 or non-filing spouse
Copy line 4 here	4. \$ 5,319.17	\$ 0.00
5. List all payroll deductions:		
5a. Tax, Medicare, and Social Security deductions	5a. \$ 947.70	\$ 0.00
5b. Mandatory contributions for retirement plans	5b. \$ 0.00	\$ 0.00
5c. Voluntary contributions for retirement plans	5c. \$ 0.00	\$ 0.00
5d. Required repayments of retirement fund loans	5d. \$ 0.00	\$ 0.00
5e. Insurance	5e. \$ 359.97	\$ 0.00
5f. Domestic support obligations	5f. \$ 0.00	\$ 0.00
5g. Union dues	5g. \$ 0.00	\$ 0.00
5h. Other deductions. Specify:	5h.+ \$ 0.00	\$ 0.00
6. Add the payroll deductions. Add lines 5a+5b+5c+5d+5e+5f+5g+5h.	6. \$ 1,307.67	\$ 0.00
7. Calculate total monthly take-home pay. Subtract line 6 from line 4.	7. \$ 4,011.50	\$ 0.00
8. List all other income regularly received:		
8a. Net income from rental property and from operating a business, profession, or farm Attach a statement for each property and business showing gross receipts, ordinary and necessary business expenses, and the total monthly net income.	8a. \$ 0.00	\$ 0.00
8b. Interest and dividends	8b. \$ 0.00	\$ 0.00
8c. Family support payments that you, a non-filing spouse, or a dependent regularly receive Include alimony, spousal support, child support, maintenance, divorce settlement, and property settlement.	8c. \$ 0.00	\$ 0.00
8d. Unemployment compensation	8d. \$ 0.00	\$ 0.00
8e. Social Security	8e. \$ 0.00	\$ 731.00
8f. Other government assistance that you regularly receive Include cash assistance and the value (if known) of any non-cash assistance that you receive, such as food stamps (benefits under the Supplemental Nutrition Assistance Program) or housing subsidies. Specify:	8f. \$ 0.00	\$ 0.00
8g. Pension or retirement income	8g. \$ 0.00	\$ 0.00
8h. Other monthly income. Specify: Federal and State Tax Refunds Amortized Foster Care Income	8h.+ \$ 200.00	\$ 0.00
	\$ 0.00	\$ 2,409.00
9. Add all other income. Add lines 8a+8b+8c+8d+8e+8f+8g+8h.	9. \$ 200.00	\$ 3,140.00
10. Calculate monthly income. Add line 7 + line 9. Add the entries in line 10 for Debtor 1 and Debtor 2 or non-filing spouse.	10. \$ 4,211.50	\$ 3,140.00
11. State all other regular contributions to the expenses that you list in Schedule J. Include contributions from an unmarried partner, members of your household, your dependents, your roommates, and other friends or relatives. Do not include any amounts already included in lines 2-10 or amounts that are not available to pay expenses listed in Schedule J. Specify:		11. +\$ 0.00
12. Add the amount in the last column of line 10 to the amount in line 11. The result is the combined monthly income. Write that amount on the <i>Summary of Schedules and Statistical Summary of Certain Liabilities and Related Data</i> , if it applies		12. \$ 7,351.50 Combined monthly income
13. Do you expect an increase or decrease within the year after you file this form?		
<input checked="" type="checkbox"/> No.		
<input type="checkbox"/> Yes. Explain:		

Fill in this information to identify your case:

Debtor 1 Randell Jermel Smith

Debtor 2 Latoya Cobb Smith
(Spouse, if filing)

United States Bankruptcy Court for the: EASTERN DISTRICT OF VIRGINIA

Case number 19-32617-KLP
(If known)

Check if this is:

- ☐ An amended filing
- ☐ A supplement showing postpetition chapter 13 expenses as of the following date:

MM / DD / YYYY

Official Form 106J

Schedule J: Your Expenses

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach another sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

Part 1: Describe Your Household

1. Is this a joint case?

☐ No. Go to line 2.

☒ Yes. Does Debtor 2 live in a separate household?

☒ No

☐ Yes. Debtor 2 must file Official Form 106J-2, *Expenses for Separate Household of Debtor 2*.

2. Do you have dependents? ☐ No

Do not list Debtor 1 and Debtor 2.

☒ Yes. Fill out this information for each dependent.....

Do not state the dependents names.

Dependent's relationship to Debtor 1 or Debtor 2

Dependent's age

Does dependent live with you?

Foster Son

12

☐ No

☒ Yes

Daughter

15

☐ No

☒ Yes

Son

16

☐ No

☒ Yes

Foster Son

17

☐ No

☒ Yes

3. Do your expenses include expenses of people other than yourself and your dependents? ☒ No ☐ Yes

Part 2: Estimate Your Ongoing Monthly Expenses

Estimate your expenses as of your bankruptcy filing date unless you are using this form as a supplement in a Chapter 13 case to report expenses as of a date after the bankruptcy is filed. If this is a supplemental *Schedule J*, check the box at the top of the form and fill in the applicable date.

Include expenses paid for with non-cash government assistance if you know the value of such assistance and have included it on *Schedule I: Your Income* (Official Form 106I.)

Your expenses

4. The rental or home ownership expenses for your residence. Include first mortgage payments and any rent for the ground or lot.

4. \$ 1,700.00

If not included in line 4:

4a. Real estate taxes

4a. \$ 0.00

4b. Property, homeowner's, or renter's insurance

4b. \$ 21.00

4c. Home maintenance, repair, and upkeep expenses

4c. \$ 15.00

4d. Homeowner's association or condominium dues

4d. \$ 0.00

5. Additional mortgage payments for your residence, such as home equity loans

5. \$ 0.00

Debtor 1 **Randell Jermel Smith**
Debtor 2 **Latoya Cobb Smith**

Case number (if known) **19-32617-KLP**

6. Utilities:		
6a. Electricity, heat, natural gas	6a. \$	400.00
6b. Water, sewer, garbage collection	6b. \$	170.00
6c. Telephone, cell phone, Internet, satellite, and cable services	6c. \$	450.00
6d. Other. Specify: _____	6d. \$	0.00
7. Food and housekeeping supplies	7. \$	1,600.00
8. Childcare and children's education costs	8. \$	100.00
9. Clothing, laundry, and dry cleaning	9. \$	150.00
10. Personal care products and services	10. \$	150.00
11. Medical and dental expenses	11. \$	100.00
12. Transportation. Include gas, maintenance, bus or train fare. Do not include car payments.	12. \$	525.00
13. Entertainment, clubs, recreation, newspapers, magazines, and books	13. \$	200.00
14. Charitable contributions and religious donations	14. \$	0.00
15. Insurance. Do not include insurance deducted from your pay or included in lines 4 or 20.		
15a. Life insurance	15a. \$	0.00
15b. Health insurance	15b. \$	0.00
15c. Vehicle insurance	15c. \$	231.00
15d. Other insurance. Specify: _____	15d. \$	0.00
16. Taxes. Do not include taxes deducted from your pay or included in lines 4 or 20. Specify: Personal Property		
	16. \$	38.00
17. Installment or lease payments:		
17a. Car payments for Vehicle 1	17a. \$	0.00
17b. Car payments for Vehicle 2	17b. \$	0.00
17c. Other. Specify: _____	17c. \$	0.00
17d. Other. Specify: _____	17d. \$	0.00
18. Your payments of alimony, maintenance, and support that you did not report as deducted from your pay on line 5, Schedule I, Your Income (Official Form 106I).		
	18. \$	0.00
19. Other payments you make to support others who do not live with you.		
	\$	0.00
Specify: _____		
20. Other real property expenses not included in lines 4 or 5 of this form or on Schedule I: Your Income.		
20a. Mortgages on other property	20a. \$	0.00
20b. Real estate taxes	20b. \$	0.00
20c. Property, homeowner's, or renter's insurance	20c. \$	0.00
20d. Maintenance, repair, and upkeep expenses	20d. \$	0.00
20e. Homeowner's association or condominium dues	20e. \$	0.00
21. Other: Specify: Miscellaneous Expenses		
	21. +\$	200.00
SSI (Mort Ranta)	+\$	731.00
22. Calculate your monthly expenses		
22a. Add lines 4 through 21.	\$	6,781.00
22b. Copy line 22 (monthly expenses for Debtor 2), if any, from Official Form 106J-2	\$	
22c. Add line 22a and 22b. The result is your monthly expenses.	\$	6,781.00
23. Calculate your monthly net income.		
23a. Copy line 12 (your combined monthly income) from Schedule I.	23a. \$	7,351.50
23b. Copy your monthly expenses from line 22c above.	23b. -\$	6,781.00
23c. Subtract your monthly expenses from your monthly income. The result is your monthly net income.	23c. \$	570.50
24. Do you expect an increase or decrease in your expenses within the year after you file this form? For example, do you expect to finish paying for your car loan within the year or do you expect your mortgage payment to increase or decrease because of a modification to the terms of your mortgage?		
<input checked="" type="checkbox"/> No.		
<input type="checkbox"/> Yes.	Explain here: _____	

Allstate
P.O. Box 3589
Akron, OH 44309-3580

American Family Fitness
4200 Innslake Drive
Suite 104
Glen Allen, VA 23060-6772

Applied Bank
POB 10210
Wilmington, DE 19850

Ashland Auto Brokers
12177 Washington Hwy
Ashland, VA 23005

Automotive Service Finance
2697 International Pkwy
Virginia Beach, VA 23452

Bank of America
1100 North King Street
Wilmington, DE 19884-2211

Capital Asset Recovery
P. O. Box 192585
Dallas, TX 75219

CashNet USA
200 West Jackson
Suite 1400
Chicago, IL 60606-6941

Check City
Re: Bankruptcy
3920 Hull Street Road
Richmond, VA 23224

Chesterfield County Utilities
P.O. Box 608
Chesterfield, VA 23832

Chesterfield Fire & EMS
Re: Bankruptcy
P.O. Box 70
Chesterfield, VA 23832

CJW Medical Center
PO Box 13620
Richmond, VA 23225

Comcast
Attn: Bankruptcy Dept
PO Box 3012
Southeastern, PA 19398-3012

Commonwealth Anesthesia Assoc.
Attn: Bankruptcy Dept.
PO Box 35808
Richmond, VA 23235

Costal FCU
PO BOX 58429
Raleigh, NC 27658

County of Chesterfield
Treasurer
P.O. Box 40
Chesterfield, VA 23832

County of Chesterfield Schools
Treasurer
P.O. Box 26585
Richmond, VA 23285-0088

Credit One Bank
PO Box 60500
City Of Industry, CA 91716-0500

Dish Network Main Office
9601 S. Meridian Blvd.
Englewood, CO 80112

Dominion Energy Virginia
P.O. Box 26666
Richmond, VA 23261

Envision Payment Solutions
PO Box 157
Suwanee, GA 30024

Fingerhut
P.O. Box 166
Newark, NJ 07101

First Premier Bank
Attn: Bankruptcy Dept.
PO Box 5524
Sioux Falls, SD 57117-5524

First Virginia
159 E. Belt Blvd
Richmond, VA 23224

GEICO
One GEICO Blvd.
Fredericksburg, VA 22412-0001

Gilliam & Evans, PLC
Re: Ortho Virginia
7821 Ironbridge Road
Richmond, VA 23237

HCA Health Services of VA
Henrico Doctors Hospital
5050 Kingsley Drive #1MOCIN
Cincinnati, OH 45227-1115

James River Emergency Group
Mailstop: 43809623
P.O. Box 660827
Dallas, TX 75266-0827

Labcorp
Re: Bankruptcy Dept.
PO Box 2240
Burlington, NC 27216

LCA Collections
Re: LabCorp
1250 Chapel Hill Road
Burlington, NC 27215

Loan Smart
503 E. Laburnum Avenue
Richmond, VA 23222

MCV Physicians Billing Office
RE: Bankruptcy
PO Box 91747
Richmond, VA 23291-1747

NEW INVESTMENTS II LLC
c/o Space Properties
3420 Pump Road
Henrico, VA 23233

OrthoVirginia
P.O. Box 35725
Richmond, VA 23235-0725

Parrish and Lebar
Re: MCV Physicians
5 East Franklin Street
Richmond, VA 23219

Patient First
Re: Bankruptcy
PO Box 758941
Baltimore, MD 21275-8941

Patient First
Attn: Patient Accounts
5000 Cox Road, Suite 100
Glen Allen, VA 23060

Pediatric Lung Allergy
1346 Alverser Drive
Midlothian, VA 23113

Premier Bankcard
Re: Bankruptcy
3820 N. Louise Ave.
Sioux Falls, SD 57107

Progressive Leasing
11629 S. 700 E.
Suite 100
Draper, UT 84020

Richmond Metropolitan Transit
919 E. Main Street #600
Richmond, VA 23219

Seventh Avenue
Attn: Bankruptcy
1112 7th Avenue
Monroe, WI 53566-1364

Simply Acima
9815 South Monroe Street
4th Floor
Sandy, UT 84070

Social Security Administration
RE: Bankruptcy
PO Box 3490
Philadelphia, PA 19122

Sprint
Attn: Bankruptcy Dept
12502 Sprint
Reston, VA 20196

Suntrust Bank
RE: Bankruptcy
P.O. Box 791144
Baltimore, MD 21279-1144

Trugreen Chemlawn
6722 Atmore Dr
Richmond, VA 23225-5602

U-Haul Center Midlothian
6101 Midlothian Turnpike
Richmond, VA 23225

US Truck Driver Training
65000 15 Mile Road
Sterling Heights, MI 48312

US Xpress CD Company Drivers
10075 W. Colfax ave
Denver, CO 80215

VA Dept of Transportation
Attn: Fiscal Division
1401 East Broad Street
Richmond, VA 23219

VCU Health System
PO Box 980462
Richmond, VA 23298

Verizon
500 Technology Drive
Suite 550
Saint Charles, MO 63304-2225

Verizon Wireless
PO Box 26055
Minneapolis, MN 55426

Verizon Wireless
500 Technology Drive
Suite 550
Saint Charles, MO 63304-2225

Virginia South Psychiatric
& Family Services, PC
510 S. Sycamore St., Ste. F
Petersburg, VA 23803-5044

Wells Fargo Bank
R4058-015
PO Box 50014
Roanoke, VA 24040-0015

Westlake Financial Services
Re: Bankruptcy
P.O. Box 76809
Los Angeles, CA 90076-0809

Why Not Lease It
1750 Elm St.
Suite 102
Manchester, NH 03104

YMCA Corporate Office
1801 Richmond Ave
Port Royal, SC 29935